

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

Aileen Villanueva,)	
)	
Plaintiff,)	
)	
and)	
)	
Equal Employment Opportunity)	
Commission,)	
)	
Plaintiff-Intervenor,)	
)	
v.)	CIVIL ACTION NO.
)	97-1607-CV-W-SOW
)	
Woodbine Healthcare Limited)	
Partnership, Robert Norcross)	
and Denny Barnett,)	
)	
Defendants.)	

AMENDED CONSENT DECREE

Introduction

Aileen Villanueva represents a class of all persons of Filipino race, national origin and ancestry employed by defendant Woodbine Health Care Limited Partnership ("Woodbine") on H1A visas between November 20, 1993 and October 31, 1998, in connection with Woodbine's Attestations filed with the United States Department of Labor ("DOL") and Woodbine's Petitions filed with the United States Department of Justice, Immigration and Naturalization Service ("DOJ/INS"). This class excludes those persons who have previously released and settled their claims for the described time period. All known class members are listed on

Exhibit A. With consent of the parties, the Court certified this class by Order dated _____. The claims of this class are that Defendants intentionally discriminated against them in a pattern and practice of discrimination on the basis of race, ancestry and national origin with respect to assignments, compensation, classification, firing and other terms and conditions of employment in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. ("Title VII") and Section 1981, 42 U.S.C. Section 1981.

Plaintiff-Intervenor, the Equal Employment Opportunity Commission (the "Commission"), intervened in this action charging Defendant Woodbine Healthcare Limited Partnership with violating Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. The Commission claims that Defendant engaged in unlawful employment practices on the basis of national origin, and discriminated against Plaintiff Aileen Villanueva, Marie Lansangan, and a class of Filipino persons because of their national origin. The claimed unlawful practices include: (1) failing to employ Villanueva, Lansangan, and other Filipino employees in positions as Registered Nurses; (2) failing to compensate them as Registered Nurses; and (3) harassing and intimidating Villanueva, Lansangan, and other Filipino employees because of their national origin.

For purposes of settlement and compromise only, the parties

have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation. In connection with this settlement, defendant Woodbine contends that the payments made by it in this action through the irrevocable escrow agreement are made in the conduct of defendant Woodbine's trade or business and that such payments are ordinary and necessary expenses of the defendant.

The Parties agree that this Court has jurisdiction over the subject matter of and the Parties to this lawsuit. The Parties further agree that this Decree is voluntarily entered into by the Parties, and that this Decree, once it is finally approved by the Court, is final and binding upon the Parties, their successors and assigns. By entering into this Decree defendants do not admit liability to any plaintiff, and do not admit the truth of the plaintiffs' allegations in their Complaints.

The Parties agree that this Decree fairly resolves the issues alleged in this lawsuit, and that its entry shall further the purposes of Title VII and Section 1981.

The Parties desire that the Court preliminarily approve this Decree pending final approval pursuant to notice to interested parties and a fairness hearing (the "Fairness Hearing") as provided in Section V of this Decree. Upon preliminary approval, and pending final approval, the Parties will begin taking certain actions as set forth in Section II of this Decree.

NOW THEREFORE, it is the preliminary finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (I) this Court has jurisdiction over the parties and the subject matter of this action; (ii) the requirements and purposes of Title VII and Section 1981 will be served by the implementation of this Decree; (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties; and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit. This Court will make further findings, and may finally approve this Decree, following notice to interested persons as provided herein and a Fairness Hearing to be held on June 4, 1999, at the hour of 9:00 a.m.

IT IS FURTHER ORDERED, DECREED AND ADJUDGED AS FOLLOWS:

I. General Provisions

1. Defendant Woodbine is permanently enjoined from discriminating against any employee or applicant with respect to job assignment, compensation, or any terms or conditions of employment on the basis of national origin.

2. Defendant Woodbine is permanently enjoined from discriminating or retaliating against any person because he or she has opposed any practices alleged in this action to be unlawful under Title VII, has participated in an investigation or proceeding under Title VII, or because he or she has participated in this lawsuit or has benefitted in any way as a result of this Decree.

3. For the purposes of this Decree, the Commission's Title VII "class" members and plaintiffs' Title VII and Section 1981 classes shall include all persons of Filipino race, national origin and ancestry employed by defendant Woodbine Health Care Limited Partnership on H1A visas between November 20, 1993 and October 31, 1998 in connection with Woodbine's Attestations filed with the United States Department of Labor and Woodbine's Petitions filed with the United States Department of Justice, Immigration and Naturalization Service, who have not previously released and settled their claims for the described time period. All known Title VII and Section 1981 "class" members for whom the

Commission and Aileen Villanueva sought relief are listed on Exhibit A.

II. Relief for Class Members

A. Defendants shall pay the gross sum of \$2,100,000.00 ("Settlement Fund") for the use and benefit of the class members and class counsel, Anderson & Associates, L.L.C., as provided in this Section II. Woodbine's duty under this provision will be fulfilled by providing American National Bank with a letter, jointly signed by the depositor to the "Irrevocable Escrow Agreement dated 12/30/98 to American National Bank and Trust Co. of Chicago" ("escrow agreement"), counsel for the Commission and class counsel. This letter will direct the Bank to assign the monies irrevocably deposited pursuant to the Escrow Agreement including all interest earned from and after February 16, 1999, to Baird, Kurtz and Dobson to be distributed for the benefit of the class at the direction of counsel for the Commission and class counsel. Woodbine shall not make any withdrawals from this fund. Woodbine agrees to provide the Commission and counsel for the plaintiff with all periodic bank statements regarding this account until it is assigned to Baird, Kurtz and Dobson, who shall thereafter provide all periodic bank statements to counsel for the Commission and class counsel.

B. Within fifteen (15) days after preliminary approval of this Decree, Baird, Kurtz and Dobson shall forward to each class

member listed on Exhibit A a copy of the Notice of Fairness Hearing and Release of Claims included as Exhibit B. Baird, Kurtz and Dobson shall bear the costs associated with this mailing. Baird, Kurtz and Dobson shall preserve each letter returned as undeliverable, and shall promptly notify counsel for all parties of the name and last known address of each person whose letter was returned undeliverable. The parties shall cooperate in efforts to locate each such class member. If, ninety (90) days after the letters have been returned as undeliverable, the parties are unsuccessful in locating any class member, Baird, Kurtz and Dobson shall forward copies of communications returned undeliverable to counsel for the parties.

C. Within 30 days after the Court grants final approval of this Decree, Baird, Kurtz and Dobson shall forward to each class member who returns the release contained in Exhibit B three checks made payable to that person, one in the total net amount of backpay listed in Exhibit C, one in the total gross amount of interest on backpay, and one in the total gross amount of compensatory damages.

1. From each such amount designated and agreed by the parties to be backpay as shown in Exhibit C, defendants may withhold only mandatory deductions for the employee's portion of FICA, and deductions for federal, state and local income tax withholdings at the rate

reflected on that class member's last W-4. No deductions may be made from the amounts designated as compensatory damages and interest on backpay. Baird, Kurtz and Dobson shall issue separate 1099 forms for the compensatory damage amount and the interest on backpay amount.

D. Along with the checks referred to in paragraph C above, Baird, Kurtz and Dobson shall also forward a statement of all deductions to each class member. All costs and fees of Baird, Kurtz and Dobson shall be borne by defendants.

E. If, six months after the date this decree is approved by the Court, any money remains in the Settlement Fund, either because class members have not been located or have refused to accept payment, Baird, Kurtz and Dobson shall pay the balance to a charitable organization proposed by counsel for the Commission and counsel for the plaintiffs and approved by the Court. Any monies that have not been disbursed for reasons other than failure to locate a class member or refusal of a class member to accept the amount, shall be disbursed at the direction of the Commission and class counsel.

F. Within thirty (30) days after this decree is finally approved by the Court, Baird, Kurtz and Dobson shall tender to Anderson & Associates, L.L.C. a check from the settlement fund in an amount as may be approved by the Court, not to exceed

\$400,000.00, to which amount defendants have no objection, as and for the attorney's fees for services rendered to the class members. Baird, Kurtz and Dobson shall issue a form 1099 for this amount to Anderson & Associates, L.L.C.

G. Within thirty (30) days after this decree is finally approved by the Court, Baird, Kurtz and Dobson shall tender to Anderson & Associates, L.L.C. a check for an amount not to exceed \$30,000.00, which amount shall be paid from the settlement fund, after Anderson & Associates' submission to the Court of any invoices and other documents reflecting actual payment of those costs. This check shall represent reimbursement for costs expended by Anderson & Associates, L.L.C. in prosecuting this lawsuit.

H. Along with the check and statement of deductions referred to in paragraphs C and D above, Baird, Kurtz and Dobson shall send each person whose name is listed on Exhibit A a letter in the form appended hereto as Exhibit D. Each such letter, Exhibit D, shall be signed by Emanuel Binstock on behalf of Defendant Woodbine. Baird, Kurtz and Dobson shall forward a copy of each such letter to counsel for the parties within 30 days after it is sent to each person whose name appears on Exhibit A.

I. Defendant Woodbine agrees that as a part of this settlement, it agreed, and has fully complied with its agreement, to pre-pay by December 31, 1998 all the monies it previously

agreed to pay over a three year term to the Department of Labor, for a total of \$700,000.00, as and for back wages to the persons whose names are listed on Exhibit A, and penalties. Defendant Woodbine agrees to furnish proof of this payment to the Commission within 30 days after preliminary approval of this decree.

III. Reporting and Record-Keeping

A. Woodbine shall provide the information described in Section II A within five business days of receiving it from the financial institution selected.

IV. Term and Effect of Decree

A. This Decree shall be for a period of two years and shall be extended for good cause shown. During the Decree's term the Court shall retain jurisdiction of this cause for purposes of monitoring Defendants' compliance with its terms, including issuing such orders as may be required to effectuate its purposes. Upon motion of the parties and a certification that all the terms of this decree have been complied with, this Court shall dismiss all claims by the Commission and the plaintiff in this action with prejudice.

V. FAIRNESS HEARING

A. The Court shall conduct a hearing on the fairness of this Decree on June 4, 1999, at 9:00 a.m.

B. If any class member wishes to object to the entry of

this Decree, the objector must file with the Court a detailed, written statement of the objection and promptly send copies to the Parties within the earlier of 1 month of receipt of the Notice of Fairness Hearing or at least 30 days prior to the Fairness Hearing.

C. The Parties may file a written position statement on any objections at least 10 days prior to the Fairness Hearing.

FOR DEFENDANT WOODBINE HEALTHCARE
LIMITED PARTNERSHIP

by: _____

FOR DEFENDANT ROBERT NORCROSS

by: _____

FOR DEFENDANT DENNY BARNETT

by: _____

ATTORNEYS FOR DEFENDANTS

KAREN R. GLICKSTEIN
Foland & Wickens, P.C.
1500 One Kansas City Place
1200 Main Street

Kansas City, MO 64105

FOR PLAINTIFF VILLANUEVA

AILEEN VILLANUEVA

DENISE M. ANDERSON
Anderson and Associates
305 The Stillwell
104 West Ninth
Kansas City, MO 64105

FOR PLAINTIFF INTERVENOR
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

C. GREGORY STEWART
GENERAL COUNSEL

ROBERT G. JOHNSON
Regional Attorney

DONNA L. HARPER
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1222 Spruce, Room 8.100
St. Louis, MO 63103

JERRY SHORT
MoBar No. 26318
Assistant U.S. Attorney
1201 Walnut, Suite 2300
Kansas City, MO 64106

SO ORDERED:

PRELIMINARILY APPROVED:

date

SCOTT O. WRIGHT
U.S. District Judge

- EXHIBIT A - List of Class Members
- EXHIBIT B - Notice (Part I)
 - Release to Employees (Part II)
- EXHIBIT C - List of backpay, interest and compensatory damages
- EXHIBIT D - Letter of Apology

EXHIBIT D

Woodbine/FHC Letterhead

date
addressee

Dear (addressee),

We are writing to you personally in connection with the settlement of the lawsuit brought by Aileen Villanueva and the EEOC on your behalf.

We wish to personally express our deep regret for any offensive conduct by Woodbine's managers, supervisors and administrators such as was alleged in the Complaints filed on your behalf, including being mis-assigned into a lower-paying and less responsible position than that of a Registered Nurse, and being treated differently from the U.S. employees in other ways. Conduct such as has been alleged on your behalf does not reflect the principles on which we have hoped to operate our business, and we are sincerely sorry that it distressed you. We wish it could have been avoided.

While we cannot change the past, we hope to positively affect the present and the future. We want to stress to you that any conduct that caused you distress is not reflective of the values of Woodbine or its management. We have full confidence that our managers understand the respect and dignity to which all our employees are entitled.

We wish you all the best, and sincerely hope that in settling this matter, we have helped to erase some of the pain you felt because of your employment by Woodbine Healthcare Center.

Sincerely,

Emanuel Binstock

EXHIBIT B (PART 1 OF 2 PARTS)

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

Aileen Villanueva,)	
)	
Plaintiff,)	
)	
and)	
)	
Equal Employment Opportunity)	
Commission,)	
)	
Plaintiff-Intervenor,)	
)	
v.)	CIVIL ACTION NO.
)	97-1607-CV-W-SOW
)	
Woodbine Healthcare Limited)	
Partnership, Robert Norcross)	
and Denny Barnett,)	
)	
Defendants.)	

NOTICE TO ELIGIBLE CLAIMANTS OF PROPOSED CONSENT DECREE

To: Former Woodbine Healthcare Limited Partnership Employee:

On December 15, 1997, Aileen Villanueva ("Villanueva") filed her Complaint in the United States District Court for the Western District of Missouri alleging that Woodbine Healthcare Limited Partnership ("Woodbine"), Denny Barnett, and Robert Norcross intentionally discriminated against her and all other Filipino nationals working for Woodbine under the H1A visa program because of race, ancestry and national origin with respect to

assignments, compensation, classification, firing and other terms and conditions of employment in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e et seq. ("Title VII") and 42 U.S.C. Section 1981 ("Section 1981"). Villanueva subsequently moved to certify a class of Filipino persons whose claims of discrimination were similar to her own.

While Villanueva's request was pending before the Court, the United States Equal Employment Opportunity Commission ("the Commission") intervened in her lawsuit. The Commission claimed that Woodbine engaged in a pattern and practice of discrimination by intentionally discriminating against Filipino H1A employees on the basis of national origin by paying them less than U.S. registered nurses, assigning them to work in less skilled jobs as aides and technicians, threatening them with discharge and ultimately deportation if they complained of their treatment, and otherwise treating them differently, in violation of Title VII. You have been sent this notice because the Commission, Villanueva and Woodbine believe you are a Filipino who worked at Woodbine under the H1A visa program between November 23, 1993 and October 31, 1998.

THIS NOTICE IS TO ADVISE YOU THAT YOU MAY BE ENTITLED TO RECEIVE RELIEF UNDER THE TERMS OF A PROPOSED CONSENT DECREE IF YOU TAKE CERTAIN STEPS OUTLINED BELOW.

THERE WILL BE A FAIRNESS HEARING ON THE PROPOSED CONSENT

DECREE before the United States District Court for the Western District of Missouri. The Consent Decree was negotiated by attorneys for the EEOC, Villanueva and the proposed class, Woodbine, Barnett and Norcross. The attorneys for all the parties believe that it is in the best interests of the parties to avoid the costs, uncertainty and delay of further litigation. They agreed, therefore, to a settlement, the terms of which they believe are fair and just. The terms are specifically spelled out in the Consent Decree. This notice explains those terms generally.

PLEASE READ THIS NOTICE CAREFULLY. IN ORDER FOR YOU TO BE PAID ANY MONEY AND TO RECEIVE AN APOLOGY FROM WOODBINE, **YOU MUST RETURN THE RELEASE OF CLAIMS ENCLOSED WITH THIS NOTICE TO BAIRD, KURTZ and DOBSON, City Center Square, 1100 Main Street, #2700, Kansas City, MO 64105-2112, Attn: M. Bruce McKittrick, phone (816) 221-6300, by May 3, 1999.**

I. SUMMARY OF THE TERMS OF THE CONSENT DECREE

The terms of the proposed settlement are contained in the Consent Decree given preliminary approval by the Court on March 8, 1999. This Notice is intended as a summary only. The Consent Decree can be reviewed at the office of the Clerk of the Court, located at 400 East Ninth Street, Kansas City, Missouri, 64106. Copies may be obtained by visiting or calling the Clerk, or by requesting a copy from the Administrator, Baird, Kurtz and Dobson, although a copying charge may be requested.

A. The proposed Consent Decree provides, in part, as follows:

1. Woodbine has agreed to pay \$2,100,000.00 (the "Settlement Fund") for backpay, interest, compensatory damages, attorney's fees and costs.
2. Woodbine agreed to send each Filipino H1A employee a letter of apology expressing its deep regret for any offensive conduct committed by its managers, supervisors and administrators, including being mis-assigned into lower paying and less responsible positions.
3. Woodbine agreed to pay for a third party administrator, Baird, Kurtz and Dobson, who will manage the administrative steps required for the settlement to take effect, including sending this

notice, sending out payments, calculating the taxes and withholding amounts, issuing the W-2's and form 1099's, and keeping records of its actions.

4. The court may award attorney's fees to Anderson & Associates, L.L.C. in an amount not to exceed \$400,000.00. This money will be subtracted from the settlement fund.
5. The court may award an additional sum of approximately \$30,000.00 to Anderson & Associates, L.L.C. to reimburse it for the costs of the case, including deposition transcripts, court reporters, travel expenses, photocopy charges and the like.
6. Woodbine agreed to accelerate its payments, previously spread over a three-year period, and instead to pay all money owing under a settlement with the United States Department of Labor. These payments total an additional \$700,000.00 in backpay and penalties. \$675,000.00 of this total is backpay for the class. Woodbine agrees to provide evidence of this accelerated payment within 30 days of the decree's approval by the court.
7. Woodbine is permanently prohibited from

discriminating against any employee or applicant with respect to job assignment, compensation, or any terms or conditions of employment on the basis of national origin.

8. Woodbine is permanently prohibited from discriminating or retaliating against any person because he or she has opposed any practices alleged in this lawsuit to be unlawful under Title VII, has participated in an investigation or proceeding under Title VII, or because he or she has participated in this lawsuit or has benefitted in any way as a result of this Decree. This means Woodbine has made a commitment not to retaliate against members of the Class who obtain relief pursuant to the Consent Decree.
9. Baird, Kurtz and Dobson will provide each member of the Class with appropriate W-2 and 1099 forms for payments received under the decree.
10. If after six months following the Court's approval of this decree, there is any money that is unclaimed because a class member cannot be located or has not claimed the money or completed a release, the remaining money will go to a charity approved by the Court.

B. The Commission did not seek reimbursement of its costs and attorneys' fees.

C. Calculation of Payments

1. **BACKPAY:** The dollar amount that each class member is entitled to for backpay was calculated by the Commission, which generally followed the following steps:

- a. averaging the actual annual hourly wage rates paid by Woodbine to each U.S. registered nurse it employed each year from 1993 to 1995;
- b. finding the actual number of hours each class member actually worked each year from 1993 to 1995;
- c. multiplying the annual hours of each class member each year by the average wage actually paid U.S. registered nurses;
- d. subtracting the actual annual pay of each class member from the salary each class member would have earned if Woodbine had paid each at the same rate as it paid its U.S. registered nurses;
- e. subtracting the actual backpay that each class member was paid under the terms of the settlement with the Department of Labor.

2. **INTEREST** was calculated on the entire amount of backpay owing, including the backpay recovered by the Department of Labor.

3. COMPENSATORY DAMAGES are compensation for pain, suffering, humiliation, embarrassment, anxiety and loss of enjoyment of life resulting from the claims made in this lawsuit. The total compensatory damages will be the net amount in the settlement fund after payment of backpay, interest, attorney's fees and costs. That net amount is approximately \$1,100,000.00. In general, compensatory damages will be distributed to each class member based on length of employment. Each person will receive at least one share of compensatory damages. A share is valued at approximately \$1,200.00. Each class member will receive one share for each month of employment. For example, a class member with five months' employment will receive five shares, with an approximate value of \$6,000.00; a class member with 10 months employment will receive approximately \$12,000.00.

4. PREMIUMS will be paid in the amount of \$2,500.00 each to MaryAnne Martinez and Marigold Santos Garland for their efforts and assistance in the prosecution of this lawsuit.

5. A PREMIUM will be paid to named plaintiff Aileen Villanueva in the amount of \$10,000.00 for her efforts and the risks she undertook to prosecute this lawsuit, and in consideration for her dismissal of her separate action now pending in the U.S. District Court, Western District of Missouri.

6. PRIVATE plaintiff Doreen Juan will also be paid a premium of \$2,500.00, in addition to her other recovery of

backpay, interest and compensatory damages provided in the decree, as consideration for her dismissal of her lawsuit now pending in Jackson County Circuit Court.

7. Attached is Exhibit C to the Decree, showing the proposed backpay, interest and compensatory damages the parties estimate that each class member will be paid under the Decree's terms. The actual amount of backpay will be less than the amounts shown because of mandatory deductions for the employee share of F.I.C.A. and other federal, state and local taxes. The actual amounts of compensatory damages may be different from the amounts shown, depending on the amount in the settlement fund after payment of fees and expenses, and the number of claimants. The Commission estimates that these figures shown are close to the actual recovery that will be available to each class member who executes a release of claims form.

II. OBTAINING MONETARY PAYMENTS

A. Submission of Release of Claims

You should have received with this Notice a "Release of Claims Form". If you did not receive a release, please contact **Baird, Kurtz and Dobson, City Center Square, 1100 Main Street, #2700, Kansas City, Missouri 64105-2212, Attn: M. Bruce McKittrick, 816-221-6300** immediately and provide updated information. It is your obligation to keep Baird, Kurtz

and Dobson informed of your current address. If you want to be eligible for any payments under the Consent Decree, YOU MUST COMPLETE AND RETURN THE RELEASE OF CLAIMS TO:

**Baird, Kurtz and Dobson
City Center Square
1100 Main Street, #2700
Kansas City, MO 64105-2112
Attn: M. Bruce McKittrick**

THE RELEASE OF CLAIMS MUST BE RECEIVED BY BAIRD, KURTZ AND DOBSON BY **MAY 3, 1999** IN ORDER FOR YOU TO OBTAIN ANY RELIEF PURSUANT TO THE CONSENT DECREE. IT IS RECOMMENDED THAT YOU RETURN THE RELEASE OF CLAIMS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. YOUR FAILURE TO SUBMIT A TIMELY RELEASE OF CLAIMS SHALL DISQUALIFY YOU FROM THE RECEIPT OF ANY RELIEF UNDER THE CONSENT DECREE. IF THE CONSENT DECREE IS APPROVED BY THE COURT, MAKING AN OBJECTION TO THE DECREE WILL NOT AFFECT YOUR RELIEF UNDER THE DECREE PROVIDED YOU RETURN THE RELEASE OF CLAIMS BY **MAY 3, 1999**. If you did not receive this Notice by mail, or if your home address changes after you receive this Notice, you should contact Baird, Kurtz and Dobson at the address above.

III. FAIRNESS HEARING

A. THE COURT WILL CONDUCT A HEARING TO CONSIDER THE FAIRNESS OF THE CONSENT DECREE AT 9:00 a.m. ON JUNE 4, 1999, IN THE COURTROOM OF THE HONORABLE SCOTT O. WRIGHT, UNITED STATES COURTHOUSE, COURTROOM 8E, 400 East Ninth Street, KANSAS CITY,

MISSOURI 64106. Your presence is not required in order to be eligible for payment under the decree. If you wish to object to any portion of the decree, however, you must either appear personally or through an attorney, or submit your objections in writing if you are not able to attend personally, in order to inform the Court of your objections, if any, to the Consent Decree. If you believe that the settlement is not fair, just and reasonable, you may submit your statement of objection to the Clerk, U.S. District Court, 400 East Ninth Street, Kansas City, Missouri 64106. At the top of your written statement, you must set forth the following: "Villanueva and EEOC v. Woodbine Healthcare Limited Partnership, Robert Norcross and Denny Barnett, Case No. 97-1607-CV-W-SOW, Objection to Proposed Consent Decree". You must mail or deliver the original and one copy of your written statement by **MAY 3, 1999**. At the time you file the original and one copy of your written statement with the Court, you must also mail another copy to each of the following:

Donna L. Harper
Senior Trial Attorney
Equal Employment Opportunity Commission
1222 Spruce, Room 8.100
St. Louis, MO 63103

Karen R. Glickstein
Foland & Wickens, P.C.
1500 Kansas City Place
1200 Main Street
Kansas City, MO 64105

Denise M. Anderson
Anderson and Associates

305 The Stillwell
104 West Ninth
Kansas City, MO 64105

Baird, Kurtz and Dobson
City Center Square
1100 Main Street, #2700
Kansas City, MO 64105-2112
Attn: M. Bruce McKittrick

You may object to the Consent Decree and still be eligible for benefits under the Consent Decree. If the Court hears your objection, but does not modify the Consent Decree based upon your objection, you will be eligible for relief under the Consent Decree as long as you submitted the Release of Claims by **MAY 3, 1999.**

B. The Court will exclude class member from this settlement class if requested by the class or his or her attorney not later than **MAY 3, 1999.**

C. The judgment in this lawsuit will include all class members who do not request exclusion in accordance with paragraph III B above.

D. Any class member who does not request exclusion may, if the class member desires, enter an appearance through counsel.

IV. DISTRIBUTION OF MONETARY RELIEF

The payments that Woodbine is required to make under the Consent Decree will not be distributed to you until after the fairness hearing and the Court's final approval of the Consent Decree. Thus, we anticipate that you will not receive payments

before **JULY 5, 1999**. Please be patient.

V. QUESTIONS

If you have any questions regarding the subject of this Notice, do not contact the Judge, the Clerk of the Court, or the Company. Instead, please contact Baird, Kurtz and Dobson, M. Bruce McKittrick at the address and phone number above.